



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
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LEONARD K. ARAVE
Mayor

KEN LEETHAM
City Manager

FACILITIES USE AGREEMENT

This Agreement is made this ____ day of _____, 20____ by and between the City of North Salt Lake (hereinafter, "City"), and _____, FULL LEGAL NAME OF FACILITIES USER with an address at _____ (hereinafter, "User").

WHEREAS, City owns certain facilities which are available for the public to use and enjoy on certain conditions; and

WHEREAS, User desires to use those facilities for the purposes herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, City and User agree as follows:

1. **Grant.** City hereby grants a license to User to use requested facilities ("Facilities" or "Licensed Premises") for the purposes set forth in the User's application, which is attached hereto and made a part hereof, and for no other purpose, on the terms and conditions hereinafter set forth in this Agreement.
2. **Term.** User shall be permitted to use the Facility during the following time and dates specified on Users application:
3. **Fee.** User shall pay the City appropriate fees and/or bonds as outlined in the Comprehensive Fee Schedule.
4. **Additional User Fees.** The User shall pay the City for:
 - (i) All expenses that it may incur in supplying services for and on behalf of the User except for those specifically to be borne by the City as set forth herein.
 - (ii) All costs for services provided by the City at the reasonable request of the User, which shall be billed to and reimbursed by the User at the City's standard rates.
 - (iii) The User shall pay Additional User Fees within thirty (30) days following the invoice date. User agrees to pay all fees due under this Agreement by bank check or credit card.
5. **Condition of Licensed Premises.** The User has inspected the Licensed Premises prior to the execution of this Agreement and agrees to accept the same in its "as is" condition,

and except as specifically noted in herein, the City shall not be required to perform any work or alterations to prepare the Licensed Premises for User's Event.

6. Utilities. Where available the City shall at its own cost and expense supply the User with a reasonable amount of existing utilities, including, water and electricity. The determination of what is reasonable shall be one made solely by the City.
7. Parking and Facilities. User may have access to City's parking lots. Use of on street parking is discouraged. Special Events involving trail use: It shall be the Users responsibility to bus trail participants to trailhead if expected number of participants exceed parking lot capacities.
8. Compliance with City's Policies. User shall be responsible to ensure that its employees, agents and contractors, licensees, guests and invitees abide by all City rules, regulations and policies, a copy of which has been provided to User.
9. Damage to Facilities. The User and its employees, agents, contractors, licensees, guests and invitees shall not injure, damage, mar or deface the Facilities, its appurtenances and any equipment contained therein. Neither shall the User cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
10. Alteration of Facilities. The User and its employees, agents and contractors shall not erect any special platforms, water tanks, scaffolding, rigging and other apparatus (e.g. bounce houses, slack lines, zip lines etc.) without City's prior written approval. The City of North Salt Lake, in its sole discretion, reserves the right, through its Event Representatives to reject any of the above mentioned items. In the event of such constructions, User will take all necessary action required to insure the safety of the participants and the public, and shall be solely liable for any damages that arise as a result of same.
11. Use of Flammable Materials. The User and its employees, agents and contractors shall not use any flammable materials, including decorations, displays, drapes, or similar items in the Facilities, without City's prior written approval.
12. Use of City Equipment. The User agrees that it and its employees, agents and contractors will not use City's equipment, tools, or furnishings located in or about described Facilities, without first seeking and receiving the written approval of City. City does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the User or its employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of equipment during the permitted Use.
13. Smoking in Facilities. The Facilities are designated as non-smoking at all times.

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14. Alcohol Use. It shall be unlawful for any person to consume beer or any alcoholic beverage, or to have in his or her possession any beer or alcoholic beverage, within any public park within the jurisdiction limits of the city. (Ord. 94-4, 4-19-1994)
 15. Animals and Pets. Animals, birds, and other pets are not permitted at the Regional Park Facilities, except for guide dogs. Dogs must be on leash and attended at all times.
 16. Occupancy of Facilities. At no time shall User allow occupancy of the Facilities to exceed maximum permitted occupancy. The maximum permitted occupancy for the facilities may be posted on site or determined by the Fire Marshall during application.
 17. Vacating Premises. At the end of its Event, or upon the earlier termination of this Agreement, User shall quietly and peaceably vacate the Licensed Premises and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Premises so that the Licensed Premises are in the same condition (ordinary wear and tear excepted) as at the inception of the Event, and User shall reimburse City for any expense incurred to repair any damage caused by such removal. Any property or items of User or its employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by the City as it sees fit in its sole discretion, at User's expense. User agrees that the City shall have no liability for any disposal of property that is deemed abandoned.
 18. Additional Users. User understands and agrees that during the term of this Facilities Use Agreement other activities and events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and User shall so conduct its activities so as not to interfere with such other activities and events.
 19. Concessions, Sponsorship. User shall not sell any merchandise, foodstuff or beverages on City's premises without prior written permission of City and City reserves the right to require that food and beverage service, if any, be permitted by the Davis County Health Department. User agrees to incur all cost for obtaining proper Health Department permits.
 20. City's Name and Logo. The User shall not use the City's name or logo in its advertising in such a way as to suggest that the City is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except to identify City's address of facility location. The User agrees to submit all press releases and advertisements to the City for review by City Staff before publication. Copies should be faxed or emailed to City Manager's Office.

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21. Advertisement of Use of Facility. The User shall not post flyers, posters or other advertising matter or otherwise, in or about City's Facilities without having obtained prior written permission of the City. The User shall be permitted to locate directional and identity signage at appropriate locations on City property, as long as such signage is not promotional in any manner. The User shall neither engage in, nor permit any soliciting.
22. Use of Music in Facility. The User warrants that no music, literary or artistic work or property protected by copyright will be performed, reproduced, or used in connection with its activities at the Facilities unless the User, its employees, agents or contractors have obtained permission from the copyright holder or have obtained appropriate licensing to use such works.
23. Compliance with Regulations. The User and its employees, agents, contractors, licensees, guests and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of City's Facilities. The User and its employees, agents and contractors shall obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies.
24. Choice of Law. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Utah, County of Davis.
25. Indemnification. User agrees to defend, indemnify, and hold harmless the City of North Salt Lake, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by Users agents guests, employees, employees of Users subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Users utilization of City facilities and/or Users performance or nonperformance of this Agreement.
26. Insurance. In addition to Workers Compensation and other statutorily required coverage, the User agrees to obtain and maintain at its own cost and expense a broad form General Liability insurance issued by one or more companies authorized to do business in the State of Utah. Under such insurance:
- (i) The City of North Salt Lake shall be identified as an additional named insured;
 - (ii) Liability limits shall be \$2,000,000 combined single limit for personal injury and property damage;
 - (iii) Insurance verification is required at the time of application submittal. The User shall, at the time of application submittal, file with the City of North Salt

Lake a certificate(s) of insurance showing insurance coverage in force prior to start of facility use.

27. Violation. If in the City's reasonable opinion, at any time the User's employees, agents, contractors, licensees, guests or invitees violates an applicable City rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the county, the State of Utah or the United States of America, User shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, the City expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the City has engaged or is engaging in undesirable, disruptive or hazardous behavior.
28. Non-assignment. The User shall not assign or transfer this Facilities Use Agreement or allow any other entity to use any portion of the subject Facilities hereunder without the prior written consent of the City.
29. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between User and the City.
30. Entire Agreement. This Facilities Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.
31. Inspection. User agrees that the City's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Facilities Use Agreement.

32. Contact Person. User will provide, at its own expense, a contact person or liaison between User, User's employees, agents and contractors and City staff. Said liaison will facilitate communication between User's residents and City staff, as the need arises.

33. Notices. All notices by the parties to each other hereunder shall be in writing, addressed as follows:

To: City of North Salt Lake:
Office of the City Manager
10 East Center Street
North Salt Lake, UT 84054

To User: _____
(Name, Title)

(Address)

(City, State, Zip)

(Phone, Email)

34. Violation. The User hereby specifically agrees that any violation of this Agreement may, at the sole discretion of the City, result in the City immediately terminating the use of the Facility by the User, without the refund of any fee paid by User.

35. Review. By signing this Facility Use Agreement, User acknowledges they have reviewed and agree with terms set forth in applicable Trail and/or Athletic Field Use Policies.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

City of North Salt Lake _____

FULL LEGAL NAME OF FACILITY USER

By _____ By _____

Name: _____ Name: _____

Title: _____ Title: _____